

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT

BY-LAW NO. 4

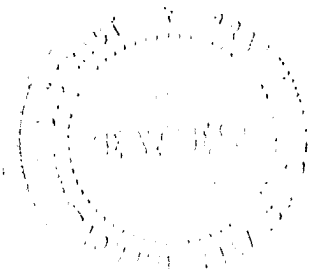
A by-law to authorize the execution of an Agreement with Paris Enterprises Limited.

The Trustees of the Braithwaite Estates Improvement District ENACT AS FOLLOWS:

1. That Geraldine Giles, Chairman of the Trustees, and Roger Hamilton, Secretary of the Trustees, are hereby authorized to execute on behalf of the District an Agreement with Paris Enterprises Ltd. relating to the transfer of a waterworks system in the terms of the draft Agreement hereto attached.
2. That Geraldine Giles, Chairman of the Trustees, and Roger Hamilton, Secretary of the Trustees, are hereby authorized to execute on behalf of the District all necessary instruments to give effect to the said Agreement.
3. This by-law may be cited as the Transfer Agreement By-law.

INTRODUCED and given first reading by the Trustees on the 26 day of August, 1976.

RECONSIDERED and finally passed by the Trustees on the 26 day of August, 1976.


Geraldine Giles
Chairman of the Trustees

Roger Hamilton
Secretary of the Trustees

I hereby certify under the seal of the Braithwaite Estates Improvement District that this is a true copy of By-law 4 of the Braithwaite Estates Improvement District, passed by the Trustees on the 26 day of August, 1976.

Roger Hamilton
Secretary of the Trustees

REGISTERED the 24th day of January, 1978.

[Signature]
Comptroller of Water Rights

J. G. R. H. [Signature]

THIS AGREEMENT made the tenth day of January
A.D. 1977.

BETWEEN:

PARIS ENTERPRISES LTD., a Company duly
incorporated under the laws of the
Province of British Columbia, having a
registered office at 990 Blanshard Street,
in the City of Victoria, in the Province
of British Columbia

(hereinafter called the "Vendor")

OF THE FIRST PART

AND:

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT,
an Improvement District incorporated under
the Water Act R.S.B.C. 1960 Chapter 405 as
amended, whose address is R. R. #2, Cobble
Hill, in the Province of British Columbia

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS:

A. The Vendor is owner and custodian of a waterworks
system (hereinafter referred to as the "Waterworks System")
serving the Braithwaite Subdivision and under Letters Patent
the Braithwaite Estates Improvement District in the Cowichan
Assessment District, in Cowichan Bay Improvement District,
in the Province of British Columbia, and which consists of:

1. The following Easements and/or Agreements;

Lot 9	Plan 24753	Bolton
Lot 22	24753	Adams
Lot 48	24753	Edgington
Lot 49	24753	Stockand
Lot 6	Plan 22741	Edgington
Lot 7	22741	Braithwaite Farm
Lot 8	22741	Mayhew now Burnside
Lot 15	22741	Parker
Lot 16	22741	Thomas
Lot 17	22741	Thomas
Lot 18	22741	Champoux
Lot 19	22741	Lee
Lot 20	22741	Taylor
Lot 21	22741	Bennett now Smith
Lot 6	Plan 24860	Teague

(hereinafter referred to as the "Easements and/or Agreements")

2. All mains (6", 4", 2") and any pipe adjoining or connected to, stand pipes - fire hydrants, gate valves, stop cocks, meter boxes, pressure reducing valves, gauges, meter and anything appurtenant thereto.
3. All pumps, pumphouses, pressure reducing chambers, pressure boosting station, altitude valves, storage sheds, fences, air release chambers and anything appurtenant thereto.
4. One 40,000 gal. wood storage tank, 2 metal pressure tanks on Lot 9, Plan 24753.
5. One well on Lot 48, Plan 24753, and anything appurtenant thereto.

B. The Waterworks System includes all connected and working components such as valves and power associated control devices.

C. The Vendor is prepared to sell for the sum of ONE DOLLAR (\$1.00) the assets of the said Waterworks System to the Purchaser and to transfer all required Easements and/or Agreements necessary for the continued operation of the said Waterworks System.

D. The Braithwaite Estates Improvement District duly incorporated under Letters Patent on the 5th day of February, 1976 with the object of "the acquisition, maintenance, and operation of work for waterworks purposes and for all matters incidental thereto".

E. The Trustees of Braithwaite Estates Improvement District wish to acquire, operate and maintain the said Waterworks System for the benefit of all owners of land within the Braithwaite Estates Improvement District and to rehabilitate, renew, augment and otherwise improve the aforesaid existing work where necessary.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of ONE DOLLAR (\$1.00) of lawful

money of Canada, now paid by the Purchaser to the Vendor (receipt whereof is hereby acknowledged) the parties hereto agree as follows:

1. The Vendor does by these presents bargain, sell, assign, transfer and set over unto the Purchaser the said Waterworks System formerly operated by Paris Enterprises Ltd., together with all the right, title interest, property claim and demand whatsoever, both at law and in equity or otherwise howsoever of the Vendor of and to and out of the same and every part thereof, to have and to hold the said Waterworks System and every part thereof with the appurtenances and all the right, title and interest of the Vendor thereto and therein as aforesaid unto and to the use of the Purchaser and to and for its sole and only use forever.
2. The Vendor covenants and agrees with the Purchaser to assign all of the said Easements and/or Agreements into the name of the Braithwaite Estates Improvement District in the Land Registry Office in the City of Victoria, in the Province of British Columbia, and to pay all the legal, survey and registration charges in connection with the registration of such assignment.
3. The Vendor does hereby covenant and agree with the Purchaser that it is now rightfully and absolutely possessed of and entitled to the said Waterworks System and every part thereof and that it has the right to assign the same unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly have possession and enjoy the said Waterworks System and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever from or by the Vendor, or any person or persons whatsoever.

4. In consideration for the payment of the sum of THREE THOUSAND DOLLARS (\$3,000.00) by the Vendor to the Purchaser (receipt of which is hereby acknowledged) the Purchaser covenants and agrees with the Vendor to assume any and all obligations of the Vendor contained in an Agreement dated the 8th day of July, 1974 and made between Lorne Edward Adams and Nola Adams, of the first part, and the Vendor, of the second part, pertaining to Lot 22, Section 14, Range 8 East, Shawnigan District, Plan 24753, and to indemnify and save harmless the Vendor against and from all actions, claims and demands whatsoever arising out of and with respect to the said Agreement and to observe, keep and perform all the terms, covenants and conditions in the said Agreement on the Vendor's part contained.

5. Save as specified in the immediately preceding paragraph, the Vendor hereby covenants and agrees to indemnify and save harmless the Purchaser from and against all actions, claims and demands whatsoever arising out of and with respect to the ownership of the said Waterworks System by the Vendor.

6. The Vendor further covenants and agrees that it shall remain responsible for and bear the expense of the collection of all rates, levies and other charges due to or to accrue due to it, and arising out of its operation of the said Waterworks System and that the Purchaser will in no way be responsible for the collection thereof or accountable to the Vendor with respect to the aforesaid rates, levies and other charges up to and including the tenth day of January, 1977 and thereafter the Purchaser shall have the exclusive right to set such rates and charges and other levies with respect to the said Waterworks System and collect the same as and from the tenth day of January 1977 subject to the laws of the Province of British Columbia and regulations thereunder in force and effect with respect thereto.

7. The Vendor shall and will from time to time and at all times hereafter upon every reasonable request of the Purchaser make, do and execute or cause or procure to be made, done and executed all such further acts, deeds and assurances for the more effectually assigning and assuring the said Waterworks System unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents as by the Purchaser or its counsel shall reasonably be advised or required.

8. Without restricting the generality of the next preceding paragraph, the Vendor covenants and agrees to forthwith execute such documents as the Purchaser may require or its counsel advise, to effectively transfer the said Waterworks System and the said Easements and/or Agreements to and for the undertaking of the Purchaser and to notify forthwith the Comptroller of Water Rights of the Province of British Columbia of this sale and purchase in accordance with the form of statutes and regulation in that case made and provided.

9. It is mutually agreed and understood by and between the parties hereto that the effective date hereof is the tenth day of January , 1977 and that the Purchaser shall be deemed to be the owner of the Waterworks System on that date subject to the terms and conditions and due completion of this Agreement of Sale and Purchase.

10. It is expressly agreed by and between the parties hereto that all grants, covenants and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto, their respective heirs, executors, administrators, successors and

assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

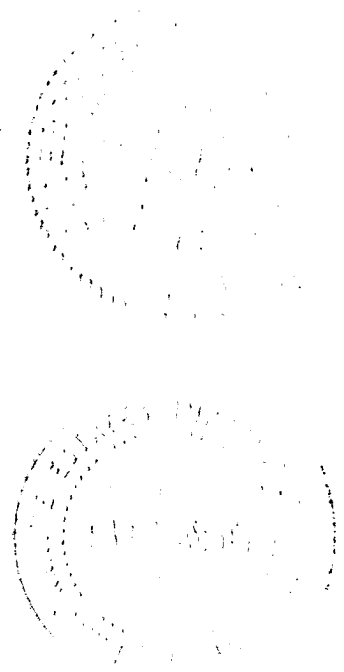
IN WITNESS WHEREOF the Vendor and Purchaser have hereunto caused their respective seals to be affixed the tenth day of January, 1977 by their proper officers first duly authorized.

The Corporate Seal of)
PARIS ENTERPRISES LTD. has been)
hereunto affixed in the)
presence of:)

D. Hawkes Pres)
)
)
)

The Common Seal of BRAITHWAITE)
ESTATES IMPROVEMENT DISTRICT)
was hereunto affixed in the)
presence of:)

Geraldine A. Giles)
Chairman of the Trustees)
K. J. [Signature])
Secretary of the Trustees)



ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the tenth day of January
1977 at the City of Victoria, in the Province of British Columbia

Douglas Hawkes

, who ~~are~~ ^{is} personally known ~~to~~ ^{me}

to me, appeared before me and acknowledged to me ~~that they are~~ ^{he is} the

President

~~respectively~~ of PARIS ENTERPRISES

LTD. and that ~~they are~~ ^{he is} the person, who subscribed ~~their name,~~ ^{his} to

the annexed instrument as *President*

of the said PARIS ENTERPRISES LTD. and

affixed the seal of the said PARIS ENTERPRISES LTD. to the said

instrument, that ~~they were~~ ^{he was} first duly authorized to subscribe ~~their~~ ^{his}

name, as aforesaid, and affix the said seal to the said instrument,

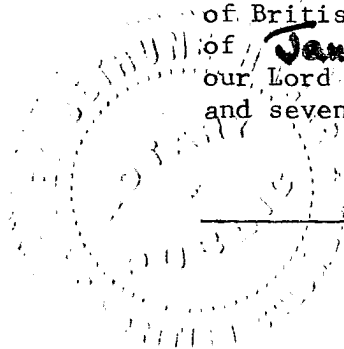
and that such corporation is legally entitled to hold and dispose

of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have here-)
unto set my hand and seal of)
Office at Victoria, in the Province)
of British Columbia, this ~~10th~~ ^{10th} day)
of *January*, in the year of)
our Lord one thousand nine hundred)
and seventy-seven.)

Benny B. Hagar

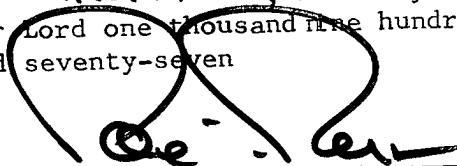
D. Hawkes



ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 11TH day of JANUARY 1977 at the City of Victoria, in the Province of British Columbia GERALDINE GILLES AND , who are personally known to me, RODGER HAMILTON appeared before me and acknowledged to me that they are the CHAIRMAN + SECRETARY respectively of BRAITHWAITE ESTATES IMPROVEMENT DISTRICT and that they are the persons who subscribed their names to the annexed instrument as CHAIRMAN + SECRETARY of the said BRAITHWAITE ESTATES IMPROVEMENT DISTRICT and affixed the seal of the said BRAITHWAITE ESTATES IMPROVEMENT DISTRICT to the said instrument, that they were first duly authorized to subscribe the names as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have here-)
unto set my hand and seal of)
Office at Victoria, in the Province)
of British Columbia, this 11TH day)
of JANUARY, in the year of)
our Lord one thousand nine hundred)
and seventy-seven)

)

BRAITHWAITE ESTATES IMPROVEMENT DISTRICT

BY-LAW NO. 4

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Secretary of the Trustees

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[Signature]
Comptroller of Water Rights

[Handwritten initials]
217